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April 11, 2016

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Public Service Company of Colorado
550 15th Street
Denver, CO 80202

Re: NOTICE OF INTENT TO IMPOSE ENVIRONMENTAL USE RESTRICTIONS IN
ENVIRONMENTAL COVENANTS PURSUANT TO § 25-15-321(5), C.R.S., THAT
MAY AFFECT YOUR PROPERTY INTERESTS

Dear Sir or Madam:

As provided by Colorado law, The Dow Chemical Company is providing you notice that it has requested the Colorado Department of Public Health and Environment (CDPHE) to allow Marty Majors dba A Major Corporation to place an environmental covenant (Environmental Covenant) on land owned by A Major Corporation. This land is generally referred to as 5201 Ralston Road, Arvada CO, 80002, but is also described in historical records as 5201 West 56th Avenue. A precise legal description of the affected land is attached as Exhibit A.

You are receiving this letter because you have been identified as holding an interest in the property that will be subject to the proposed Environmental Covenant, and its restrictions may affect your use of your property interest. We understand your interest to have been recorded with Jefferson County on November 15, 1979 at Reception No. 79104440, a copy of which is enclosed for your reference as Exhibit B.

The U.S. Environmental Protection Agency (EPA) has determined that these environmental use restrictions are necessary to ensure continued protection of human health and the environment due to residual ground water contamination originating from an upgradient source. The proposed restrictions will prohibit use of alluvial/shallow groundwater on the property for a public water system, non-public individual or private water system, or domestic use. "Domestic use" would mean means household or family use, including, but not limited to, drinking, bathing, and gardening. A draft Environmental Covenant is attached as Exhibit C.

Pursuant to § 25-15-318(5), C.R.S., once the Environmental Covenants have been finalized and filed, their restrictions are binding on all current and future owners of the land, any persons using the land, and any persons possessing an interest in the land. That means the Environmental Covenants and their restrictions will be binding on you and your successors in

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interest. The Environmental Covenants and their restrictions are intended in part to protect you and any persons exercising your interests in the property from the residual contamination on the site.

EPA and CDPHE are interested in any questions or comments you may have regarding the proposed Environmental Covenants and their restrictions.

EPA and CDPHE will accept comments on the proposed Environmental Covenants and their use restrictions until May 20, 2016. The address to which you should send comments is:

Ms. Erna Waterman, RPM
U.S. EPA Region 8
8EPR-SR
1595 Wynkoop St
Denver, CO 80202-1129

Or

Mr. Martin O'Grady
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, CO 80246

After consideration of any comments, EPA and CDPHE will finalize the proposed restrictions in the form of an Environmental Covenant for the land owned by A Major Corporation generally referred to as 5201 Ralston Road, Arvada CO, 80002 but also described in historical records as 5201 West 56th Avenue, and record them with the County Clerk and Recorder's office. At that point, the Environmental Covenant and its restrictions will be binding on you. If you have any questions regarding this matter, or would like any additional information, please contact Erna Waterman of EPA at 303-312-6762 or Waterman.Erna@epa.gov.

Thank you for your attention to this matter.

Very truly yours,



Henry W. Insen
Bryan Cave LLP
Attorneys for The Dow Chemical Company

EXHIBIT A

That part of Plot 15, Landsdale Gardens, more particularly described as follows:

Beginning at the Southwest corner of Plot 15;

Thence East along the South line of Plot 15 a distance of 270 feet to a point, said point being the true point of beginning;

Thence North parallel to the West line of Plot 15 a distance of 85 feet;

Thence East parallel to the South line of said Plot 15 a distance of 100 feet;

Thence South parallel to the West line of said Plot 15, a distance of 85 feet;

Thence West parallel to the South line of Plot 15 a distance of 100 feet to the point of beginning.

Together with the North 15 feet of West 56th Avenue (now vacated) lying South of and adjacent to the above described portion of Plot 15.

Except that portion conveyed in Warranty Deed to City of Arvada recorded October 11, 1995 at Reception No. F0128438.

County of Jefferson

State of Colorado

State of Colorado

EXHIBIT B

Correct:

Approved:

Document No. 95537

Plot No. 7-352-457

Grid No.

UTILITY EASEMENT

The undersigned Grantor hereby acknowledges receipt of \$ 1.00 (ONE AND NO/100) from PUBLIC SERVICE COMPANY OF COLORADO, 650 15th Street, Denver, Colorado 80202, in consideration of which he hereby grants unto said Company, its successors and assigns, an easement to construct, operate and maintain utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across and along a course as said lines may be hereafter constructed in Plot 15 Block LANDSDALE GARDENS and vacated street adjacent Subdivision

In the SE 1/4 of Section 12, Township 3 SOUTH, Range 69 WEST, of the SIXTH Principal Meridian in the City of JEFFERSON, County of JEFFERSON, State of Colorado, the approximate center line of the easement is described as follows:

Commencing at a point on the west line of Sheridan Boulevard which point is ten (10.0) feet west of and fifteen (15.0) feet south of the southeast corner of Plot 15, LANDSDALE GARDENS, thence west and parallel with the south line of said Plot 15 a distance of one hundred eighty (180.0) feet to the True Point of Beginning thence north on an angle to the right of 90°00' a distance of eighty-three (83.0) feet, thence west on an angle to the left of 90°00' a distance of six (6.0) feet, thence north on an angle to the right of 90°00' a distance of one hundred seventy-seven (177.0) feet.

The easement is 6 feet in width.

Together with the right to enter upon the easement to survey, construct, maintain, operate, repair, replace, control and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery, and the right to permit the installation of the facilities of any other company. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the right and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservation by the Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home trailer units thereon. In case of the permanent abandonment of the easement all right, privilege and interest granted shall terminate.

The work of installing and maintaining said lines and related fixtures and devices shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

"Grantor" shall include the singular, plural, feminine, masculine, and neuter.

Signed the 30th day of October, 1979.

GRANTOR

Pat Lordino

Delores Lordino

STATE OF COLORADO,
County of Jefferson ss.

The foregoing instrument was acknowledged before me this

30th day of October, 1979

by Pat Lordino and

Delores Lordino

My commission expires Dec 14, 1981.
Witness my hand and official seal.

NOTARY PUBLIC

* If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

METHOD OF PAYMENT (CASH) (VOUCHER NO. 79104440)
TOWN 5201, 5225 WEST 56TH AVENUE
DIVISION N.E.M.D.
LOCATION

EXHIBIT C

This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, C.R.S.

ENVIRONMENTAL COVENANT

Twins Inn Tavern, currently owned and operated by Marty Majors dba A Major Corporation ("Majors") grants an Environmental Covenant ("Covenant") this ____ day of _____, _____ to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("the Department"), pursuant to § 25-15-321, C.R.S. of the Colorado Hazardous Waste Act, § 25-15-101, *et seq.*, C.R.S.

WHEREAS, Majors is the owner of certain property commonly referred to as the Twins Inn Tavern, located at 5201 Ralston Rd, Arvada, Colorado, 80002, more particularly described in Attachment A and more particularly depicted in Attachment B, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"); and

WHEREAS, the Hazardous Materials and Waste Management Division of the Department, which is located at 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530, is authorized to approve Environmental Covenants pursuant to § 25-15-320 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq.*; and

WHEREAS, for purposes of indexing in the Jefferson County Clerk and Recorder's office Grantor- Grantee index only, Majors shall be considered the **Grantor**, and the Colorado Department of Public Health and Environment shall be considered the **Grantee**. Nothing in the preceding sentence shall be construed to create or transfer any right, title or interest in the Property; and

WHEREAS, pursuant to Consent Decree entered in U.S.A. v. The Dow Chemical Company, U.S.D.C. for the District of Colorado, Civil Actions No. 1:13-cv-2330, the Property is the subject of enforcement and remedial action pursuant to *the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA")*; and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment as described in aforesaid Consent Decree effective October 31, 2013 and Action Memorandum dated November 9, 2011 appended to the Consent Decree; and

WHEREAS, Majors desires to subject the Property to certain covenants and restrictions as provided in Article 15 of Title 25, Colorado Revised Statutes, which covenants and restrictions shall burden the Property and bind Majors and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein, for the benefit of the Department and OWNER, as defined below.

NOW, THEREFORE, Majors hereby grants this Environmental Covenant to the Department, and declares that the Property as described in Attachment A shall hereinafter be

bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 12, below, which shall run with the Property in perpetuity and be binding on Majors and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein. As used in this Environmental Covenant, the term OWNER means the then current record owner of the Property and, if any, any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

- 1) Use restrictions This Environmental Covenant prohibits the construction and use of any alluvial/shallow drinking water well completed in unconsolidated geologic material, presumed to be present at the facility to a depth of 50 feet below ground surface. Use of alluvial/shallow groundwater on the Property for a public water system, non-public individual or private water system, or domestic use is also prohibited. "Domestic use" means household or family use, including, but not limited to, drinking, bathing, and gardening.
- 2) Modifications This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. OWNER may request that the Department and the U.S. Environmental Protection Agency ("U.S. EPA") approve a modification or termination of the Covenant. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Department and U.S. EPA shall review any submitted information, and may request additional information. If the Department and U.S. EPA determine that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, they shall approve the proposal. No modification or termination of this Covenant shall be effective unless the Department and U.S. EPA have approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:
 - a) a proposal to perform additional remedial work;
 - b) new information regarding the risks posed by the residual contamination;
 - c) information demonstrating that residual contamination has diminished;
 - d) information demonstrating that an engineered feature or structure is no longer necessary;
 - e) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and
 - f) other appropriate supporting information.
- 3) Conveyances OWNER shall notify the Department at least fifteen (15) days in advance of the closing on any proposed sale or other conveyance of any interest in any or all of the Property. Thirty (30) days after any conveyance, OWNER shall provide the Department with a copy of the recorded deed transferring any interest in any or all of the Property and provide the name, mailing address and telephone number of the new OWNER. If the entire interest is not conveyed, OWNER shall provide an improvement survey plat that shows the property being conveyed.

- 4) Notice to Lessees OWNER agrees to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Property.
- 5) Notification for proposed construction and land use OWNER shall notify the Department simultaneously when submitting any application to a local government for a building permit or change in land use.
- 6) Inspections The Department shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Restrictive Notice shall impair any other authority the Department or U.S. EPA may otherwise have to enter and inspect the Property.
- 7) Third Party Beneficiaries Majors and U.S. EPA are third party beneficiaries with the right to enforce the provisions of this Covenant as provided in § 25-15-322, C.R.S.
- 8) No Liability The Department does not acquire any liability under State law by virtue of accepting this Covenant.
- 9) Enforcement The Department may enforce the terms of this Covenant pursuant to §25-15-322, C.R.S. OWNER may file suit in district court to enjoin actual or threatened violations of this Covenant.
- 10) Owner's Compliance Certification OWNER shall execute and return a certification form provided by the Department, on an annual basis, detailing OWNER's compliance, and any lack of compliance, with the terms of this Covenant.
- 11) Severability If any part of this Covenant shall be decreed to be invalid by any court of competent jurisdiction, all of the other provisions hereof shall not be affected thereby and shall remain in full force and effect.
- 12) Notices Any document or communication required under this Covenant shall be sent or directed to:

Twins Inn Superfund Site Project Officer
Remedial Programs
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Marty Majors dba A Major Corporation, has caused this instrument to be executed this ____ day of _____.

Marty Majors dba A Major Corporation

By: _____

Title: _____

STATE OF _____)
) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
by _____ on behalf of Marty Majors dba A Major Corporation

Notary Public

Address

My commission expires: _____

Accepted by the Colorado Department of Public Health and Environment this _____ day of _____.

By: _____

Title: _____

STATE OF _____)
) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
by _____ on behalf of the Colorado Department of Public Health and
Environment.

Notary Public

Address

My commission expires: _____

ATTACHMENT A

Description of Property:

That part of Plot 15, Landsdale Gardens, more particularly described as follows:

Beginning at the southwest corner of Plot 15;
Thence east along the south line of Plot 15 a distance of 270 feet to a point, said point being the true point of beginning;
Thence north parallel to the west line of Plot 15 a distance of 85 feet;
Thence east parallel to the south line of said Plot 15 a distance of 100 feet;
Thence south parallel to the west line of said Plot 15, a distance of 85 feet;
Thence west parallel to the south line of Plot 15 a distance of 100 feet to the point of beginning.

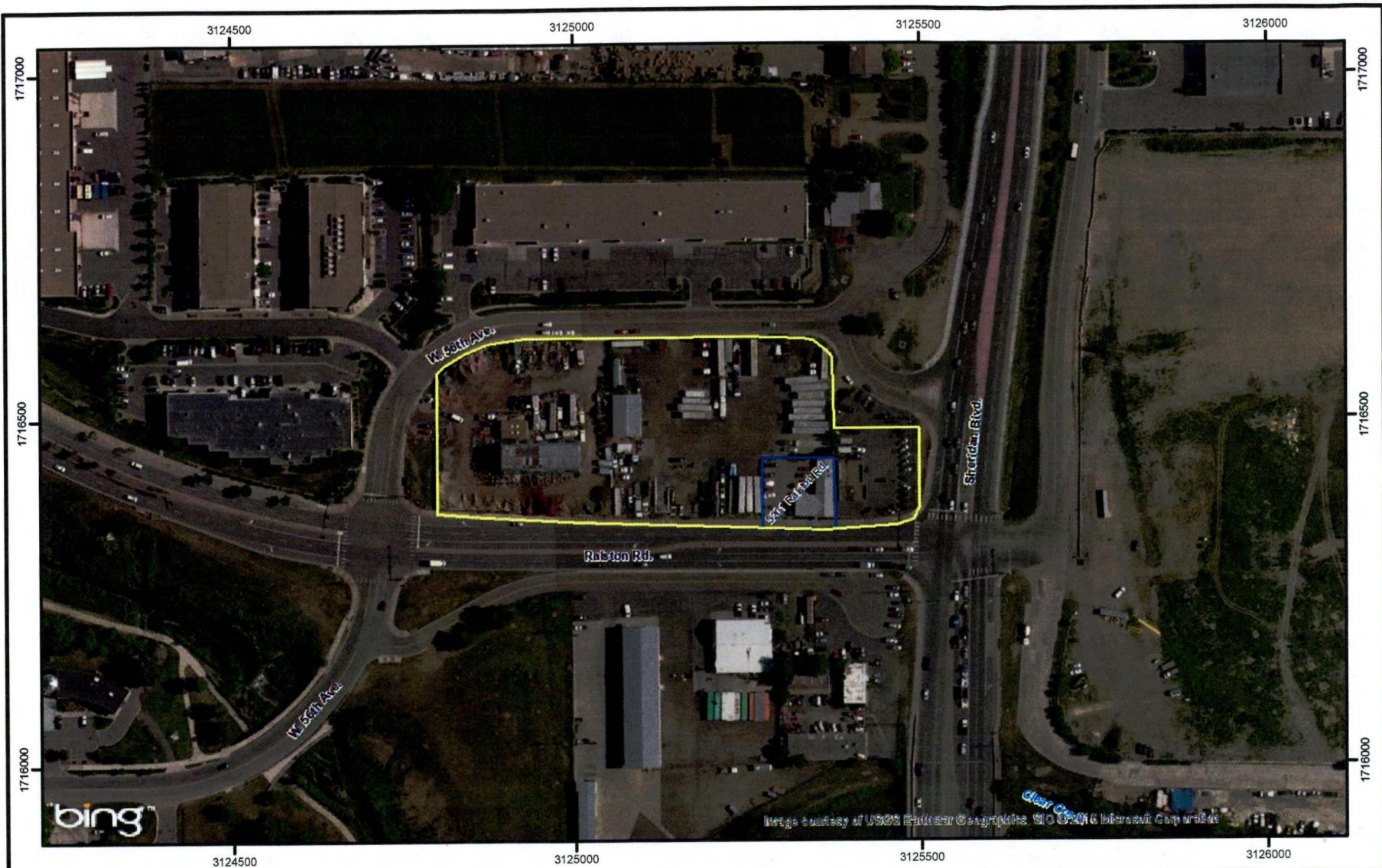
Together with the North 15 feet of West 56th Avenue (now vacated) lying south of and adjacent to the above described portion of Plot 15.

Except that portion conveyed in Warranty Deed to City of Arvada recorded October 11, 1995 at Reception No. F0128438.

County of Jefferson
State of Colorado

Street Address:

5201 Ralston Road, Arvada, Colorado (Recorded documents refer to 5201 W. 56th but the schedule number referred to is for 5201 Ralston Road per the Jefferson County Assessor's Office).



Legend

- Subject Properties: Institutional Controls/
Environmental Covenants for groundwater
will be implemented.

Source of aerial basemap: Bing Maps aerial imagery web mapping service.
Notes: Coordinates reference State Plane Feet, Colorado Central Zone,
NAD83 Vertical Datum: NAVD-88

0 200



1 inch = 200 feet



Attachment B 5201 Ralston Road,
Arvada, CO

PROJECT NO.
60486199

DRAWING NO.
AttB_RalstonRd5201.mxd

DATE
3/22/16